

## OFFICER SAFETY EQUIPMENT, PISTOLS, RIFLES AND AMMUNITION Posted April 26, 2017 AMMENDMENTS, QUESTIONS AND RESPONSES

## **AMMENDMENTS**

None

## **QUESTION AND ANSWERS**

DATE	QUESTIONS	RESPONSE
04/18/2017	"On pages 25-28 of the bid packet you have the insurance requirements described. It states the successful vendor will be required to meet these insurance requirements. These requirements would force us to add the Court and State as an additionally insured if we are the successful bidder. It would cover our employees from injury during the fulfillment of this contract while in Arizona. My question is why do all of the insurance requirements listed, apply to this particular bidding opportunity because all of the items requested would be drop shipped directly from the manufacturer? Our employees would never have to be in Arizona. All of the products would be delivered via mail courier (UPS, FedEx, etc.) so none of our employees or company vehicles would need to be covered by an insurance policy that lists the State as an additionally insured. We understand why these requirements are in place for construction contracts when employees must come in to Arizona to perform work but since the State is looking to procure goods and not services, it is not necessary for our employees to enter the State."  "We are asking for these insurance requirements to be stricken from the Terms and Conditions because by enforcing these requirements, the Court will end up spending more money than is necessary. If we have to change our insurance plan to cover the Court, the State and all its agencies, our prices will have to increase."	For any vendor not using an automobile in this state, the Business Automobile Liability can be negotiated out at the time of award.  Additionally, for this type of contract, there are no professional services, so no need for Professional Liability (Errors and Omissions Liability). Language can be removed as well at the time of the award.  ADOA Risk Management has accepted compliance with the State Worker's Compensation and Employers' Liability coverage of the state where the business is housed, if there are no Arizona locations etc. Arizona vendors must meet the Arizona Worker's Compensation requirements.  Successful vendors must have the other specified insurance in place and the AOC, State of Arizona etc. must be named as additional insureds. These provisions are not negotiable. These provisions are also in place for ADSPO14-00003736, the Arizona Department of Administration, State Procurement Office. Statewide Invitation for Bid for Ammunitions and Munitions. The version of the Insurance provisions provided in the IFB have been updated to conform to the latest requirements of ADOA Risk Management which changed slightly after 2014.